



4. The Parties acknowledge the terms of the plea discussion letter dated April 25, 2003, and executed by Defendant SHERRY L. GIBSON on April 30, 2003, a copy of which is attached hereto as Exhibit A and incorporated as part of this Agreement, whereby the defendant agreed to cooperate and provide statements to the United States.

5. The Parties acknowledge that Defendant SHERRY L. GIBSON has entered into an agreement with the United States Securities and Exchange Commission (“SEC”), by which she has agreed to cooperate with the SEC and to consent to the entry of a final judgment of permanent injunction and other equitable relief.

6. Defendant SHERRY L. GIBSON agrees to testify truthfully and completely concerning all matters pertaining to the Information filed herein and to any and all other matters involving the conspiracy in which she may have been involved or as to which she may have knowledge. Defendant further agrees to continue with her cooperation with the United States by providing complete statements to authorities of the United States, including the SEC, concerning such matters prior to the entry of her guilty plea to Count 1 of the Information pursuant to this Agreement. Defendant agrees to continue to submit to supplemental debriefings on such matters whenever requested by authorities of the United States, including the SEC, whether before or after her plea is entered. Defendant further agrees to testify truthfully and completely as to all related activities whenever required by the United States, including the SEC, or in response to any valid court process.

Pursuant to §1B1.8 of the United States Sentencing Guidelines, the government agrees that any self-incriminating information so provided will not be used against the Defendant in determining the applicable guideline range for sentencing, or as a basis for upward departure from

the guideline range.

7. By virtue of the defendant pleading guilty to Count 1 of the Information, the defendant understands that she is not a prevailing party as defined by 18 U.S.C. §3006A (statutory note captioned "Attorney Fees and Litigation Expenses to Defense") and hereby expressly waives her right to sue the United States.

8. Defendant is aware that the sentence will be imposed in accordance with the United States Sentencing Guidelines and Policy Statements. The defendant is further aware that the Court has jurisdiction and authority to impose any sentence within the statutory maximum set forth for the offense to which the defendant pleads guilty. The defendant is aware that the Court has not yet determined a sentence. The defendant is also aware that any estimate of the probable sentencing range under the United States Sentencing Guidelines that the defendant may have received from the defendant's counsel, the United States, or the probation office, is a prediction, not a promise, and is not binding on the United States, the probation office, or the Court. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw the guilty plea based upon the actual sentence imposed.

9. If such plea of guilty is entered, and not withdrawn, and Defendant SHERRY L. GIBSON acts in accordance with all other terms of this Agreement, the United States Attorney for the Southern District of Ohio agrees not to file additional charges against Defendant SHERRY L. GIBSON based on the activities charged in the Information or based on other acts in the Southern District of Ohio occurring prior to the date of the Information and as to which defendant gives testimony or makes statements pursuant to this Agreement.

10. The United States Attorney for the Southern District of Ohio agrees that if

Defendant SHERRY L. GIBSON provides substantial assistance in the investigation or prosecution of others who have committed criminal offenses, the United States Attorney may move the Court pursuant to §5K1.1 of the United States Sentencing Guidelines and/or Rule 35 of the Federal Rules of Criminal Procedure for an appropriate departure from the otherwise applicable guideline range for defendant's sentence and will, in connection therewith, make known to the Court the nature and extent of defendant's assistance. Defendant understands that whether such motion should be made lies within the discretion of the United States Attorney and that whether and to what extent such motion should be granted are solely matters for determination by the Court.

11. Defendant SHERRY L. GIBSON understands that this Agreement does not protect her from prosecution for perjury, should she testify untruthfully, or for making false statements, nor does it protect her from prosecution for other crimes or offenses as to which she does not make admissions or give truthful information and which the United States discovers by independent investigation. Defendant SHERRY L. GIBSON understands that the Court intends to question her on the record about the offense to which she will plead guilty pursuant to this Agreement, which questioning may be under oath and therefore could provide a basis for a later prosecution of defendant for perjury or for false statements.

12. Should the Defendant SHERRY L. GIBSON fail to comply fully with the terms and conditions set forth herein or should she fail to appear as required for sentencing, this Agreement is voidable at the election of the government, in which case Defendant SHERRY . GIBSON shall be subject to prosecution as if the agreement had never been made.

13. It is agreed if the Court refuses to accept any provision of this Agreement, neither party is bound by any of its provisions, Defendant SHERRY L. GIBSON may withdraw her

guilty plea, and the United States Attorney for the Southern District of Ohio may seek leave to dismiss the Information without prejudice and may seek identical and additional charges. Defendant SHERRY L. GIBSON will not object to such dismissal or filing of further charges.

14. Defendant SHERRY L. GIBSON understands and accepts that in addition to any criminal sanctions, defendant may be subject to other civil and/or administrative consequences, including, but not limited to, a prohibition against owning or possession firearms, loss or denial of any professional licenses, injunctive relief or monetary penalties.

15. The Parties acknowledge that this Agreement results from prior discussions between the attorneys for the government and the defendant's attorney, that all promises, agreements, and conditions relative to this matter have been expressly set forth herein, and that no additional promises, agreements, or conditions will be made unless in writing and signed by all parties.

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Dated

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SHERRY L. GIBSON  
Defendant

\_\_\_\_\_  
TERRY K. SHERMAN (0002417)  
Attorney for Defendant

GREGORY G. LOCKHART  
United States Attorney

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DALE E. WILLIAMS, JR. (0020094)  
Assistant United States Attorney

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DOUGLAS W. SQUIRES (0073524)  
Assistant United States Attorney